

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS
WITH FOREIGN POSTAL OPERATORS 1

HONGKONG POST – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT (MC2010-35)
NEGOTIATED SERVICE AGREEMENT

Docket No. R2013-3

**UNITED STATES POSTAL SERVICE NOTICE OF FILING AMENDMENT TO
INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENT WITH FOREIGN
POSTAL OPERATORS 1 NEGOTIATED SERVICE AGREEMENT (WITH
HONGKONG POST)
(December 19, 2013)**

The agreement that is the subject of this docket was originally scheduled to expire on December 31, 2013.¹ The Postal Regulatory Commission (Commission) granted a motion from the United States Postal Service (Postal Service) extending the agreement to January 31, 2014.² On December 18, 2013, the Commission issued Order No. 1911, granting the Postal Service's second motion for temporary relief and authorizing the continuation of the agreement until February 28, 2014.³

¹ Order No. 1597, Order Approving an Additional Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement (with Hongkong Post), Docket No. R2013-3, December 28, 2012.

² Order No. 1875, Order Approving Amendment to Existing Agreement, Docket No. R2013-3, November 8, 2013.

³ Order No. 1911, Order Granting Motion for Temporary Relief, Docket No. R2013-3, December 18, 2013.

Hongkong Post and the Postal Service have since executed the attached amendment establishing February 28, 2014 as the new expiration date of the agreement that is the subject of this docket.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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December 19, 2013

**AMENDMENT TWO TO THE
HONGKONG POST - UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT**

This Amendment modifies the Hongkong Post – United States Postal Service Bilateral Agreement ("Agreement") between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and Hongkong Post ("Hongkong Post"), a government branch of the Hong Kong Special Administrative Region of People's Republic of China, and having a place of business at 4/F Hongkong Post Headquarters 2 Connaught Place, Central, Hong Kong, which was signed by the USPS on November 14, 2012, and by Hongkong Post on November 13, 2012, as modified by the Amendment, which was signed by Hongkong Post on October 25, 2013, and by the USPS on October 29, 2013. Hongkong Post and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Amendment is to replace, in the second paragraph of Article 22, the sentence that reads "The Agreement will remain in effect for one year after the Effective Date unless terminated sooner pursuant to Article 8." with the following replacement text:

The Agreement will remain in effect until February 28, 2014, unless terminated sooner pursuant to Article 8 of this Agreement.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Amendment shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from USPS management, the USPS management's executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS or Hongkong Post and no benefit or rights granted through this Agreement shall inure to either Party unless and until the Effective Date occurs and upon such occurrence the Conditions Precedent shall have been fulfilled.

In the event that the Conditions Precedent are not fulfilled, the USPS and Hongkong Post shall have no liability, which shall include no obligation to pay costs associated with any action taken by Hongkong Post prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which

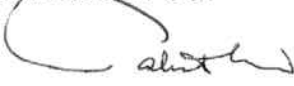
shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.

Hongkong Post acknowledges that as part of securing approval of this Agreement and in other subsequent regulatory filings, United States law may require that this Amendment and supporting documentation be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding. In addition, Hongkong Post acknowledges that United States law may require that this Agreement be filed with the U.S. Department of State. Hongkong Post authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Amendment must be filed. Hongkong Post further understands that any unredacted portion of this Amendment or supporting information may be posted on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013 and ACR2014. Hongkong Post has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>. At Hongkong Post's request, USPS will notify Hongkong Post of the docket number of the Commission proceeding used in connection with the filing of this Amendment.

The Parties may execute this Amendment in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Amendment.

HONGKONG POST



Signature

PATRICK A. LIN

Name

Director (External Affairs)

Title

17 Dec 2013

(Date)

UNITED STATES POSTAL SERVICE



Signature

Giselle Valera

Managing Director, Global Business and
Vice President

18 December 2013

(Date)